

# **Exhibit 2**

IN THE CIRCUIT COURT OF ST. CLAIR COUNTY, ALABAMA

FILED

REGIONS BANK d/b/a REGIONS  
MORTGAGE SUCCESSOR BY  
MERGER TO UNION PLANTERS  
BANK, NA., c/o PIERCE LEDYARD PC, P.O. BOX 161389;  
Mobile, Alabama 36616  
Plaintiffs/Counter Defendants,

NOV 15 2005

ST. CLAIR COUNTY  
*Jeffrey W. Scott*  
CLERK & REGISTER

vs.

CASE NO. CV-2005-376

FLOYD T. HARRIS and DARLENE A.  
HARRIS,  
Defendants/Counter Plaintiffs

ANSWER TO THE COMPLAINT

The Defendants/Counterplaintiffs, FLOYD T. HARRIS and DARLENE A. HARRIS,

Deny the allegations contained in Plaintiff/Counter Defendants' complaint in its' entirety,

And further state defenses as enumerated below.

FILED  
ST. CLAIR COUNTY  
CIRCUIT CLERK  
CITY DIVISION  
2005  
Payment  
*Jeffrey W. Scott*

AFFIRMATIVE DEFENSES

Before commencement of this action Defendants/ Counter Plaintiffs discharged

Plaintiffs'/Counter Defendants' claim as evidenced by Certificate of Default from Notary.

Failure of consideration:

Plaintiffs/Counter Defendants risked none of the assets in the purported agreement.

Violations in Truth in Lending Law:

Plaintiffs/Counter Defendants failed or refused to disclose material facts of the  
purported mortgage and note. Plaintiffs/Counter Defendants violated and  
breached its duty to disclose under 12 CFR 226.17 (c) (1), TRUTH IN LENDING LAW.

Dated this 15th day of November, 2005

Darlene A. Harris / Floyd T. Harris

[Depositor], Defendants/Counter Plaintiffs

  
My Commission Expires 5/5/2007

**AMENDED COUNTER-COMPLAINT UNDER ESTOPPEL.**

The Defendants/Counter Plaintiffs, FLOYD T. HARRIS and DARLENE A. HARRIS, present the completed documents of our Private Administrative Process for Judicial Review. Is our process correct? If it is, execute our contract and give us the order. If It is not, tell us how we must correct it.

**AFFIDAVIT OF FACTS**

1. Affiants sent REGIONS MORTGAGE documents in December, 2004 showing that Darlene Anne Harris-El was Secured Party, Holder-In-Due Course, and Attorney-in-Fact for DARLENE ANNE HARRIS© and had a security interest and rights to all property thereof. REGIONS BANK is not Holder-in-Due-Course of this contract.
2. Affiants received and returned presentment (Offer) to REGIONS MORTGAGE in December 2004, and stamped it "Accepted and returned in exchange for settlement and closure of this accounting". Rejection of documents letter received from Denise McLaurin, Legal Claims Administrator, was response to this communication.
3. Affiants disputed validity of Loan upon REGIONS MORTGAGE expressing in writing that validity of debt would be sent in writing upon dispute. Requested full

disclosure by Registered Mail in the form of "Request for Admissions", along with Affidavit of Truth to be completed, signed, notarized, and returned. This was received by M. Smith on 06/20/05 at REGIONS' Hattiesburg, MS address. No response received.

4. Affiants, again requested proof of validity of debt, in form of "Request for Admissions" sent by Registered Mail, with enclosed Affidavit of Truth to be completed, signed, notarized, and returned. Said documents were received by M. Smith on 07/28/05. No response received.
5. Affiants received correspondence from Pierce Ledyard P.C. on 08/19/05, offering written validation of debt if disputed within 30 days of receipt of correspondence and requesting full payment (\$143,616.84) of debt. Request for validity of debt was received by Registered Mail on 08/25/05 at Pierce Ledyard P.C. by Shari Smith. Offer of full tender of payment was made upon full disclosure of debt. No response to communication received.
6. Affiants recorded Affidavit (Notice of Non-Response) in Probate Court on August 17, 2005 and forwarded copy to REGIONS MORTGAGE, c/o Pierce Ledyard P.C.
7. Affiants obtained services of James Stabler, Notary Public to send Notice of Dishonor on 09/21/05 to Denise McLaurin (REGIONS BANK) c/o Goodman Ledyard, Pierce Ledyard P.C. requesting an answer to "Request for Admissions" in an effort of obtain

full disclosure and validation of debt within 10 days. Sent by Registered Mail, along with Affidavit of Truth, to be completed, signed, notarized, and returned. There was no response to Notary.

8. Affiants again received notification from Notary that he received no response upon sending Notice of Default and Opportunity to Cure on 10/01/05, giving another 10 days to respond. REGIONS MORTGAGE (Denise McLaurin), c/o Pierce Ledyard P.C. was informed in writing that a Certificate of Dishonor was to be issued if no response. Notice was also sent by Registered Mail and received by Amanda Langley on October 3, 2005.
9. Affiants were issued a Certificate of Dishonor on October 12, 2005, by Notary, James Stabler, St. Clair County, Alabama.
10. A lien or claim, under commercial law, can only be satisfied by one of the following actions. Legal maxim: 10.1 A rebuttal Affidavit of Truth  
10.2 Payment  
10.3 Agreement  
10.4 Resolution by a jury according to the rules of common law.
11. Because Truth is sovereign in commerce and everyone is responsible for propagating the Truth in all speaking, writing, and acting, all commercial processes function via certified and sworn on each affiants' commercial liability as "true, correct, and

complete," attesting under oath regarding validity, relevance, and veracity of all matters stated and likewise demanded.

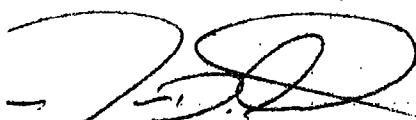
12. Affiants requested validity of debt on numerous occasions, as well as, being informed in writing by REGIONS BANK and their representatives, Piece Ledyard P.C., that upon request in writing, that validation would be sent. Validation of debt was NEVER received.

13. Truth is expressed in the form of an Affidavit in commerce.

14. An unrebutted Affidavit becomes a judgment in commerce.

Date 11-15-2005

Signatures Marlene A. Harris John J. Kain

  
My Commission Expires 5/6/2007

Contract/ Bill of Particulars

Plaintiffs/Counter Defendants Agree to Immediately Pay Defendants/Counter

Plaintiffs including but not limited to:

1. \$133,000 (One Hundred and Thirty-three Thousand Dollars) for line of credit unlawfully taken from Defendants/Counter Plaintiffs by UNION PLANTERS BANK/REGIONS MORTGAGE/REGIONS at closing on 2-9-04, plus X 3 (Times Three) as from the commercial law established in the Old Testament of The Bible, for

Plaintiffs/Counter Defendants also Agree to pay **Punitive Damages for, but not limited to:**

4. Interest lost due to **fraudulent deprivation of property, (Defendants/Counter Plaintiffs' moneys)** above Referenced in items #2 and #3, principal amounts totaling \$13,951.00 (Thirteen Thousand, Nine Hundred, and Fifty-one Dollars) @ 5 3/4% X 1 3/4 years totalling \$1,403.82 (One Thousand, Four Hundred, and Three Dollars, and Eighty-two Cents) plus X 3 (Times Three) as from the commercial law established in the Old Testament of The Bible, for a total of \$5,615.27 (Five Thousand, Six Hundred and Fifteen Dollars, and Twenty-seven Cents).
5. \$10,000 (Ten Thousand Dollars) for each of 3 (Three) of Plaintiffs/Counter Defendants failure to answer **Request For Admissions Affidavits** to validate alleged debt, sent by Defendants/Counter Plaintiffs via **Registered Mail**, for a total of \$30,000 (Thirty Thousand Dollars).
6. \$143,000 (One Hundred and Forty-three Thousand Dollars) plus X 3 (Times Three) as from the commercial law established in the Old Testament of The Bible, for a total of \$572,000 (Five Hundred and Seventy-two Thousand Dollars) for **UNION PLANTERS BANK/REGIONS MORTGAGE/REGIONS' Dishonor of their own offer to provide information REGARDING THE VALIDITY OF THE ALLEGED DEBT** upon written request made by Defendants/Counter Plaintiffs.

Defendants/Counter Plaintiffs written request was for The Original Promissory Note and was made under Conditional Full Tender of Payment/Offer to Perform on mortgage contract .

7. \$2,000,000 (Two Million Dollars) for UNION PLANTERS BANK/REGIONS MORTGAGE/REGIONS attempted circumvention of Defendants/Counter Plaintiffs Right to exercise International Administrative Remedy and the imposition of *undue Duress* upon receipt of notice of UNION PLANTERS BANK/REGIONS MORTGAGE/REGIONS intent to illegally sell Defendants/Counter Plaintiffs property (listed in book A-85, pg 8 as lot 3 of The Rolling Hills Subdivision, in The Probate Judges' Office of St. Clair County, Alabama) after Having admitted fraud in commerce by virtue of 3 Unrebutted Requests for Admissions Affidavits.
  
8. \$143,000 (One Hundred and Forty-three Thousand Dollars) plus X 3 (Times Three) as from the commercial law established in the Old Testament of The Bible, for a total of \$572,000 (Five Hundred and Seventy-two Thousand Dollars) for UNION PLANTERS BANK/REGIONS MORTGAGE/REGIONS illegal sale of Defendants/Counter Plaintiffs aforementioned property, Itemized in #6 above, allegedly to itself, UNION PLANTERS BANK/REGIONS MORTGAGE/REGIONS On or about 9-23-05 in bad faith, after having Full knowledge, and being in possession of Defendants/Counter Plaintiffs Written Request of Debt Validation.

9. \$50,000 (Fifty Thousand Dollars) for defamation of character, and the public humiliation of having Defendants/Counter Plaintiffs names and property published as being foreclosed.
10. Free and Clear Ownership of the aforementioned Real Property listed as "Lot 3 of The Rolling Hills Subdivision, in Plat Book A85-8," in The Judge of Probate Office, in Pell City, St. Clair County, Alabama. Said ownership, is to be complete with a "Zero Balance" on the mortgage, and reconveyance of the deed, with proper notification to the appropriate credit reporting agencies upon completion of said transaction.
11. Plaintiff/Counter Defendant Agree to pay Defendants/Counter Plaintiffs for damages incurred as a direct result of the latters' violation of any of the following U.S. Code: Title 18: Sections ; 493, 495, 1345, 1348, 1341, 1021, 1005, 666, 242, 241, or 657... in the amount of \$1,000,000 (One Million Dollars)...

For a grand total of \$4,827,419.27 (Four Million, Eight Hundred Twenty-seven Thousand, Four Hundred and Nineteen Dollars and Twenty-seven Cents)!

Floyd T. Harris Darlene A. Harris  
(FLOYD T. HARRIS & DARLENE A. HARRIS)  
DEFENDANTS/COUNTER PLAINTIFFS  
11-15-2005  
DATE

  
My Commissioned Notary Public  
State of Alabama  
#N-100000000000000000

FLOYD T. HARRIS and  
DARLENE A. HARRIS  
P.O. BOX 71  
PELL CITY, ALABAMA  
[35125]

Plaintiff/Counter Defendant to be served at the following address:

PIERCE LEDYARD, P.C.  
P.O. BOX 161389  
Mobile, Alabama 36616

REGIONS BANK D/B/A REGIONS  
MORTGAGE, SUCCESSOR BY MERGER  
TO UNION PLANTERS BANK, N.A.,  
c/o GOODMAN G. LEDYARD (LED003) and  
JEANNA D. CHAPPELL (CHA071)  
Attorneys for Plaintiff/Counter Defendant